

AG Contract No. KR96-1865-TRN
ADOT ECS File No. JPA 96-122
Project: SB AZ 96 (01)
Tracs No. H 4401 01D
Section: SR-89A, Sedona-Oak Creek
Scenic Road

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE UNITED STATES DEPARTMENT OF AGRICULTURE
COCONINO NATIONAL FOREST

THIS AGREEMENT is entered into 26 September, 1996, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the UNITED STATES DEPARTMENT OF AGRICULTURE, COCONINO NATIONAL FOREST, acting by and through its Contracting Officer (the "Forest Service").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Forest Service is empowered by the Intermodal Surface Transportation Efficiency Act of 1991, P.L. 102-240 and the National Forest Roads and Trails Act of 1964, P.L. 88-657 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Forest Service.

3. The US Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 includes provisions for the Scenic Byway Interim Fund which establishes a program providing State administered funds for pass through to the Forest Service to be used for the development of scenic byways and related projects. . The project consists of developing a corridor management plan for the Sedona-Oak Creek Canyon section of SR-89A covering a 20 mile section. The Forest Service has been allocated ISTEA funds in the amount of \$92,800.00, with a \$23,300.00 State match for such projects.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>21071</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>09/26/96</u>
<u>Jose A. Ruiz</u> Secretary of State
By <u>Vicky Greenwood</u>

II. SCOPE

1. The Forest Service will:

a. Provide for the planning, development and coordination of a corridor management plan as defined by the Federal Highway Administration. Included are such other documents, public involvement and services required for the approval and publication of a corridor management plan adequate to qualify this road for federal scenic byways designation.

b. List on the title and plan sheets the Forest Service contract or project numbers, the FHWA federal aid number and the ADOT tracts number.

c. Invoice the State for the cost of completed work on the corridor management plan in a total amount not to exceed \$116,100.00

2. The State will:

Pay the Forest Service within 30 days after receipt and approval of an invoice, in a total amount not to exceed \$116,100.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said payment and improvements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Arizona Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 pertaining to conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. Applicable laws and regulations of the State and the Federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and the Federal government, and acceptable to the State and the Federal government. Such process shall include a provision for arbitration.

6. No member of, or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Coconino National Forest
Forest Supervisor
2323 E. Greenlaw Lane
Flagstaff, AZ 86004


8. Attached hereto and incorporated herein is the written determination of legal counsel that the State is authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

US DEPARTMENT OF AGRICULTURE
Coconino National Forest

STATE OF ARIZONA
Department of Transportation

By 
FRED TREVEY
Forest Supervisor

By 
PETER L. ENO
Contract Administrator

JPA 96-122

RESOLUTION

BE IT RESOLVED on this 26th day of August 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Roadside Development Section, enter into an agreement with the United States Forest Service to provide the planning, development and coordination required for the approval and publication of a corridor management plan.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

JPA 96-122

DETERMINATION

Arizona Contract No. JPA 96-122, which is an agreement between public agencies; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, the UNITED STATES DEPARTMENT OF THE INTERIOR, FOREST SERVICE has been reviewed by the undersigned for the United States who has determined that it is in the proper form and within the powers and authority granted to the United States.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 13th day of September 1996.

THE UNITED STATES OF AMERICA

By Mr. Sue Tucker



STATE OF ARIZONA

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GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR96-1865-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 20th day of September, 1996.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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